

MASTER CONTRACT

between

**UNITED STATES
MARITIME ALLIANCE, LTD.**
(For and on Behalf of Management)

and

**INTERNATIONAL
LONGSHOREMEN'S
ASSOCIATION, AFL-CIO**

(For and on Behalf of Itself and Each of Its
Affiliated Districts and Locals Representing
Longshoremen, Clerks, Checkers and
Maintenance Employees Working On Ships
and Terminals in Ports on the East and
Gulf Coasts of the United States)

Effective October 1, 2004 For The Six-Year Term
Expiring on September 30, 2010



- (d) Once reinstated, the individual will be subject to random testing, and any further violation shall ban the employee for life.

Section 3. Fresh Start After First Offense.

If after a first offense, the employee remains drug-free for a period of three (3) years from the date of the first offense, the employee shall be entitled to the rescission of the first offense for the purposes of applying the reinstatement provisions set forth in Section 2 of Article VI of this Master Contract. If the employee commits a second offense before the employee has remained drug-free for three (3) years after the first offense, the employee is not entitled to have the first offense rescinded. An employee is entitled to only one (1) rescission.

**ARTICLE VII
ILA JURISDICTION GENERALLY**

Section 1. Containerization Agreement.

Management hereby reaffirms that employees covered by this Master Contract have jurisdiction over longshore, checker, maintenance, and other craft work conferred on such workers by the Containerization Agreement, a copy of which is appended to this Master Contract as Appendix A.

Section 2. Rules On Containers.

The Rules On Containers that were in effect on September 30, 2004, a copy of which is appended to this Master Contract as Appendix B, shall remain in effect during the term of this Master Contract.

Section 3. Maine to Texas.

The ILA's Master Contract jurisdiction continues on a multi-port bargaining unit basis covering all ports from Maine to Texas at which ships of USMX carriers and subscribers may call.

Section 4. Jurisdiction Committee.

- (a) **Fact Finding.** The Jurisdiction Committee will visit every

port that raises an issue concerning any violation of the Master Contract's jurisdiction provisions. The Jurisdiction Committee will render a report within thirty (30) days of each visit. The Jurisdiction Committee can use an independent third party to perform fact-finding whenever the Committee agrees that such action is necessary.

(b) **Labor Adjustor System.** After October 1, 2004, Management and the ILA will set up a labor adjustor system to hear and resolve Master Contract jurisdictional disputes within thirty (30) days of the dispute being presented. Part of this system will permit the labor adjustors, on an as-needed basis, to use an independent third party to perform fact-finding whenever the labor adjustors agree that such action is necessary.

Section 5. Supervision and Management.

The ILA work described in the jurisdiction provisions of this Master Contract is to be performed by ILA-represented workers on the waterfront facility and not by supervision or other non-bargaining unit employees.

Section 6. Reefer Containers.

Except where other unions now have jurisdiction, the work of plugging and unplugging reefer containers aboard vessels is not to be performed by other outside persons, such as ship's crew, provided that agreement can be reached regarding minimal manning and agreed hours of the ILA labor.

Section 7. Port Authorities.

USMX and the ILA agree to the creation of a joint committee for the purpose of meeting with representatives of port authorities on issues of jurisdiction in accordance with the letter dated August 29, 1996, from Management's Chairman to the ILA's President, a copy of which is appended to this Master Contract as Appendix C.

Section 8. Marine Terminal Work.

It is recognized that the marine terminal work of the ILA crafts has traditionally been performed on pier and waterfront facilities. When such marine terminal work is moved off the marine terminal by the terminal operator or by a signatory carrier to facilities in the